

Fox and Fox Attorneys at Law, PC  
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<b>IN RE:</b>	:	
<b>Robert Walter Blaszak, Jr., et al</b>	:	
<b>Debtor(s)</b>	:	<b>BANKRUPTCY NO. 21-02301-MJC</b>
	:	
<b>Lendmark Financial</b>	:	<b>Chapter 13</b>
<b>Services, LLC</b>	:	
	:	
<b>Moving Party</b>	:	
<b>vs.</b>	:	
	:	
<b>Robert Walter Blaszak, Jr., et al</b>	:	
<b>Respondent(s)</b>	:	

**STIPULATION RESOLVING MOTION FOR RELIEF FROM AUTOMATIC STAY**

1. WHEREAS, on or about June 2, 2022, secured creditor Lendmark Financial Services, LLC ("Creditor" and/or "Lendmark") by and through its counsel, Fox and Fox Attorneys at Law, P.C., filed a Motion for Relief from the Automatic Stay.
2. WHEREAS, the parties hereto have reached an agreement to resolve the Motion for Relief from the Automatic Stay.
3. The parties hereto, by their counsel, agree as follows:
4. Debtor's current monthly loan payment is \$309.69, and is due on the 7<sup>th</sup> of each month.
5. Debtor has not made the following post-petition loan payments:
  - a. November 2021 \$309.69
  - b. December, 2021 \$309.69

- c. January, 2022 \$309.69
- d. February, 2022 \$309.69
- e. March, 2022 \$309.69
- f. April, 2022 \$309.69
- g. May, 2022 \$309.69
- h. June, 2022 \$309.69
- i. July, 2022 \$309.69

- 6. Lender has incurred attorney fees and cost in the amount of \$1,388.00 with respect to the Motion for Relief.
- 7. Debtor shall continue to timely pay the current monthly loan payments (currently \$309.69 is due on the 7th of each month) directly to Lendmark. The next payment is due on or before August 7, 2022.
- 8. In addition to making the current monthly loan payments noted above, Debtor shall pay, directly to Lendmark, all of the post-bankruptcy arrearages noted above (\$2,787.21) as well as attorney fees and costs (\$1,388.00) incurred by Lendmark as a result of filing the Motion for Relief, as follows: \$100.00 per month commencing August 7, 2022, until all post-bankruptcy arrearages, attorney and costs have been paid in full.
- 9. Debtor shall comply with all terms and conditions of the Combination Note, Security Agreement and Federal Disclosure Statement ("Note") dated May 7, 2018, including, but not limited to, the requirement to make monthly payments.
- 10. Debtor shall comply with the terms of the Chapter 13 Plan, as it may be amended.
- 11. Debtor shall remain current with the Bankruptcy Trustee, post-Petition.
- 12. Debtor shall keep the collateral vehicle insured, with Lendmark named as lender loss payee, and provide Lendmark with evidence of said insurance.
- 13. Debtor shall continue to pay their regular monthly payments in accordance with the terms of the Lendmark Note.
- 14. Relief from the automatic stay is not granted to any other creditor which relates to the collateral of Lendmark.
- 15. Should Debtor not comply with the provisions set forth above, Lendmark shall give Debtor's attorney 10 days notice after which time, if Debtor is still in default under this Stipulation, Lendmark shall file a Certification of Default with this Court and the Court

shall enter an Order granting Lendmark relief from the Automatic Stay and permitting Lendmark to proceed with its collection and/or repossession and/or execution action. CREDITOR SHALL ONLY BE REQUIRED TO GIVE TWO (2) SUCH 10 DAY NOTICES DURING THE TERM OF THE BANKRUPTCY.

16. Debtors' tendering of a check to Lendmark which is subsequently returned due to insufficient funds in the account upon which the check is drawn shall not constitute payment as the term is used in this Stipulation.
17. If at any time following the date hereof, the Bankruptcy case of Debtor is converted to a case under Chapter 7 of the Bankruptcy Code, then immediately and automatically, and without the need for further action by Lendmark or further Order of Court, the Automatic Stay under Section 362 of the Bankruptcy Code (and Section 1301, if applicable) shall terminate with respect to Lendmark and thereafter Lendmark shall be entitled to proceed to exercise its rights and remedies against the Debtor and any co-Debtor and the collateral under the Note, the Stipulation and applicable law, all without further leave or Order of Court. Notwithstanding, Lendmark, at its option, may also file a Certification of Default with this Court and the Court shall enter an Order granting Lendmark relief from the Automatic Stay and permitting Lendmark to proceed with its collection, repossession and/or execution action.
18. The terms and provisions of this Stipulation shall terminate and become null and void upon any dismissal of this Bankruptcy, and/or upon any discharge of the Debtor.
19. Lendmark is hereby authorized to send monthly loan statements to Debtor.
20. The stay provided by Bankruptcy Rule 4001(a)(3) is hereby waived.
21. Debtor understands and agrees that should Lendmark be forced to provide a written notice of default of the Stipulation or file a certification of Default or other related action, as set forth above, that Debtor shall be responsible for any reasonable attorney fees incurred by Lendmark as a result of the preparation of the same.
22. The provisions of the Stipulation do not constitute a waiver by Lendmark of its right to seek reimbursement of any amount not included in this Stipulation, including fees and costs, due under the terms of the Note and applicable law.

23. This Stipulation may be executed in one or more counterparts, and telefax and electronic signatures are acceptable and shall be treated as originals.

FOX AND FOX ATTORNEYS AT LAW, P.C.

DATE: July 15, 2022

By: /s/ Craig H. Fox  
Fox and Fox Attorneys at Law, PC  
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DATE: 7/11/2022

By:

  
Robert J. Kidwell  
Attorney for Debtor

Consented to by the Trustee:

DATE: 7/15/2022

By:

  
Agatha McHale, Esq.

**Attorney for Trustee**

**APPROVED BY THE COURT:**

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**BJ.**